

# REQUEST FOR PROPOSAL (RFP) PROFESSIONAL SERVICES



Issue Date: June 3, 2022

RFP# 22-75

Title: ADA TRANSITION PLAN

Department and/or Location Where Work Will Be Performed: Neighborhood Development Services  
610 Market Street  
Charlottesville, VA 22902

**Sealed Proposals Will Be Received Until 2:00 p.m. local prevailing time on JULY 1, 2022.** Proposals received after the announced time and date for receipt will not be considered. **No telephoned, faxed, or emailed proposals will be considered.**

The face of the envelope or shipping container should be clearly marked in the lower left hand corner as follows:

RFP# 22-75  
TITLE: ADA TRANSITION PLAN  
PROPOSALS DUE: JULY 1, 2022

Due to restrictions surrounding the COVID-19 pandemic, public access to City facilities is currently prohibited. The City is still receiving and accepting deliveries from shipping services such as USPS, FedEx and UPS. The mailing (utilizing contracted shipping services) of proposals/bids is preferred, but if a proposal/bid is hand-delivered by the Offeror/Bidder, it may ONLY be hand-delivered on JULY 1, 2022 at 325 4TH STREET NW, CHARLOTTESVILLE, VA 22903 between the hours of 1:00-2:00 PM (local prevailing time). **ALL HAND DELIVERED PROPOSALS/BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 2:00 PM on JULY 1, 2022 at 325 4TH STREET NW, CHARLOTTESVILLE, VA 22903 (local prevailing time).** Proposals/bids will not be accepted at any other building access location. Proposals/bids will be date and time stamped upon the receipt and retained unopened in a secure location until after proposal due date. No consideration will be given to the date of postmark or any error in delivery to an incorrect address. It is the responsibility of the Offeror/Bidder to ensure the timely and correct delivery of their proposal/bid regardless of the chosen delivery method.

All Inquiries for Information Should Submitted in Writing and Be Directed To: Crystal L. Weller, CPPB, VCO, Buyer III, at [purchasing@charlottesville.gov](mailto:purchasing@charlottesville.gov).

**IF PROPOSALS ARE HAND DELIVERED OR MAILED SEND DIRECTLY TO ADDRESS SHOWN BELOW:**

City of Charlottesville  
Procurement and Risk Management Division  
325 4<sup>th</sup> Street NW, Charlottesville, VA 22903

OFFERORS HAND DELIVERING PROPOSALS CAN OBTAIN A MAP SHOWING THE CITY VISITOR PARKING LOCATION, ON THE CITY'S WEBSITE AT: [WWW.CHARLOTTESVILLE.GOV/PURCHASING](http://WWW.CHARLOTTESVILLE.GOV/PURCHASING), (CLICK ON [CITY YARD MAP \(PDF\)](#) TO OBTAIN A MAP).

**TO RECEIVE A COMPLETE BID PACKAGE,  
PLEASE VISIT OUR WEBPAGE AT  
[WWW.CHARLOTTESVILLE.GOV/PURCHASING](http://WWW.CHARLOTTESVILLE.GOV/PURCHASING) AND  
CLICK ON BIDS AND PROPOSALS.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

## TABLE OF CONTENTS FOR RFP# 22-75 ADA TRANSITION PLAN

	<u>PAGE</u>
I. PURPOSE	3
II. MINORITY BUSINESS PROGRAM	3
III. BACKGROUND	3
IV. STATEMENT OF NEEDS	3-14
V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	14-17
VI. EVALUATION AND AWARD CRITERIA	17
VII. REPORTING AND DELIVERY INSTRUCTIONS	17-18
VIII. PREPROPOSAL CONFERENCE	18
IX. GENERAL TERMS AND CONDITIONS	18-25
X. SPECIAL TERMS AND CONDITIONS	25
XI. ATTACHMENTS	25-35

Be advised that some of the content in the associated pages may not be posted in an accessible format for screen readers due to the length, complexity and technical nature; however, accommodations will be made upon request by calling 434-970-3860 or submitting an email request to [purchasing@charlottesville.gov](mailto:purchasing@charlottesville.gov)

- I. **PURPOSE:** The City of Charlottesville seeks to enter into a professional services agreement with a qualified, experienced firm to provide a comprehensive evaluation of Americans with Disabilities Act (ADA) accessibility compliance of public rights-of-way, parks, City-owned open spaces, City buildings. The firm shall provide a comprehensive review of the City's website, social media, and online information resources for ADA compliance, including but not limited to digital ordinances, GIS viewer, and Assessor's database, and provide recommendations for changes. Websites of Title II entities are also considered "programs" and should be accessible to the standards of the Web Content Accessibility Guidelines 2.0 AA. The project will require conducting a self-evaluation and the end product will be a formal ADA Transition Plan, including estimated costs for addressing identified barriers, that will be presented to the City for review.
- II. **MINORITY BUSINESS PROGRAM:** As part of the City of Charlottesville's Minority Business Program, the City of Charlottesville encourages the participation of small, women, minority, veteran and micro-owned businesses (SWaM-O) in the City's procurement transactions. In order to support and build up the capacity of SWaM-O businesses, City Council and staff have taken steps to push forward policy changes and initiatives to help reduce barriers to doing business with the City. To find out more about the current City of Charlottesville initiatives and programs please visit the Minority Business Program website at <https://www.charlottesville.gov/718/Minority-Business-Program>.
- III. **BACKGROUND:** Within its 10.26 square mile area, the City of Charlottesville has a 2021 population of approximately 46,553.

The Americans with Disabilities Act (ADA) became Federal law on January 26, 1992, with the fundamental goal of the ADA being to ensure equal access to civic life by people with disabilities. The Act comprises five titles prohibiting discrimination against disabled persons within the United States. Title II of the ADA required state and local governments to make their programs, services and activities accessible to persons with disabilities. The City of Charlottesville wishes to retain a firm to conduct a City self-evaluation and generate an ADA Transition Plan, which would identify existing obstacles limiting accessibility as well as describe and estimate steps to be taken to ensure that City facilities and public right-of-way elements are made accessible to all individuals.

- IV. **STATEMENT OF NEEDS:** The contractor shall comply with all applicable federal, state and local laws, rules and regulations applicable to the provision and performance by the contractor of the work and services that are the subject of the contract.

Contractor shall perform all services under any resulting contract in conformance and in compliance with the latest editions of:

- United States Access Board's ADA Accessibility Guidelines for Buildings & Facilities (ADAAG);
- Federal Highway Administration's Virginia Edition of the Manual on Uniform Traffic Control Devices (MUTCD); Compliance Reference Materials, inclusive of relevant Virginia Building Code sections;
- Revised Final Title II Rule: A Compilation of Regulatory Provisions and Guidance - Nondiscrimination on the Basis of Disability in State and Local Government Services;
- Public Rights of Way Guideline (PROWAG);
- Standard Specifications for Public Works Construction (SSPWC) for general provisions, special provisions, and technical specifications; and
- Other applicable Standards.

#### **Reports, Deliverable Documents, and Estimates (ADA Transition Plan)**

The ADA Transition Plan and other deliverable documents shall be prepared in English units and in conformance with the latest editions of applicable standards.

#### **Conflicts/Design Exceptions**

In case of conflict, ambiguities, discrepancies, errors, or omissions, Contractor shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Contractor shall be at Contractor's risk and expense including any Contractor work to remedy such shortcomings.

#### **Reference Materials**

Contractor shall make use of additional reference material as appropriate. Contractor shall also be responsible for ensuring the most recent version of all reference materials are used, including any addenda and errata. Contractor

shall have knowledge of and utilize all applicable Local, County, State, and Federal ADA laws, guidelines, procedures, templates, rules, and resources in the development of this ADA Self-Evaluation and Transition Plan.

The Contractor will be expected to perform all technical and other analyses necessary to complete the scope of work, including but not limited to, the following:

- Identify City facilities, public rights-of-way, parks, and open spaces that have not been included in any previous ADA assessments that may be discriminatory to people with disabilities and identify any existing obstacles/barriers limiting accessibility;
- Review City policies, practices, and procedures which govern the maintenance, repair, and upgrade of City facilities, public rights-of-way, parks, and open spaces;
- Provide a detailed outline of methods necessary to remove accessibility barriers;
- Conduct ADA compliance evaluation of City buildings, public rights-of-way, parks and open spaces;
- Specify a schedule for achieving compliance;
- Identify the official(s) who will be responsible for implementation of the plan; and
- Prepare the City's ADA Self-Evaluation and Transition Plan.

The ADA Transition Plan will provide recommendations for complying with accessibility requirements as mandated by the ADA and the Virginia Disability Act. It will also provide the basis for prioritizing, budgeting, implementing and monitoring barrier removal.

Contractor shall be responsible for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by Contractor for the project. Contractor shall independently check and identify the author and checker for all such material prior to any submittal. It is the Contractor's responsibility to ensure that the ADA Transition Plan is feasible to accomplish with the constraints that are determined during the self-evaluation. Contractor shall ensure their design is American Disabilities Act (ADA) compliant and shall attest to meeting this minimum criteria.

The estimates, calculations, reports, and other documents furnished under this scope of work shall be of a quality acceptable to the City. The minimum criteria for acceptance shall be a product of neat appearance that is well organized, technically and grammatically correct, and thoroughly checked. The page identifying preparers of reports and maps or drawings shall bear the title and signature of the engineer(s) or professional(s) responsible for their preparation.

The Contractor shall maintain a set of project files that are indexed in accordance with a filing system provided or approved by the City.

At the completion of this Scope of Work, all files and correspondence relating to the project shall be turned over to the City. This includes all working data, field data, and background information used in creating the deliverables identified in the Scope of Work.

Contractor shall submit all final documents on a USB flash drive using original Microsoft Office software, CAD file, or GIS file format as applicable, as well as submit copies using PDF file format as required by the City.

Contractor shall assist in understanding contract objectives and requirements, Contractor will hold regular meetings with the City. If the original established schedule is insufficient, Contractor will hold additional meetings as necessary. The primary purpose of these meetings is to discuss work objectives, Contractor's work schedule, the terms of the contract and other related issues. In addition, the meetings will serve as a forum for resolving any issues related to the report development.

Contractor may establish direct contact with governmental regulatory and resource agencies and others to obtain information, expertise, and assistance in developing the ADA Transition Plan. Contractor shall maintain a record of such contacts and shall transmit copies of those records to the City on a regular basis. At a minimum, these records shall be transmitted monthly or more frequently, when the content or extent of the records so warrants.

The Contractor will retain responsibility for final consultation, informal and formal, with state and federal agencies regarding compliance with the ADA Transition Plan requirements.

Contractor shall comply with OSHA regulations regarding safety equipment and procedures. If needed while investigating, Contractor's personnel shall wear appropriate safety vests and personal protective equipment as required. Contractor shall have appropriate training including but not limited to OSHA. Costs for said training shall be at the sole cost of the Contractor. It shall be the sole responsibility of the Contractor to renew and ensure training is up to date.

Contractor shall designate a Public Outreach Manager who will coordinate Contractor's employee outreach, public outreach and public right-of-way, parks, and open space accessibility self-evaluation operations. The Public Outreach Manager shall be responsible for all matters related to Contractor's self-evaluation operations but shall coordinate with Contractor's Project Manager.

If needed, Contractor shall designate a Land Survey Manager to coordinate Contractor's land surveying operations. This individual shall be responsible for all matters related to Contractor's land surveying operations but shall coordinate with Contractor's Project Manager. If applicable, land surveys performed by Contractor shall conform to the requirements of the Land Surveyors Act and per City's direction. In accordance with the Act, "responsible charge" for the work shall reside a Registered Professional in the Commonwealth Of Virginia

Reports shall be submitted in draft as scheduled, and the opportunity provided for the City to direct revisions, prior to final submission.

Throughout the project, Contractor should consider least cost alternatives analysis for major barrier removals, where appropriate and feasible.

Contractor is responsible for providing a Quality Assurance Program. The City will review and approve the Contractor's proposed QA / QC program and audit Contractor for compliance with the approved program.

Any costs incurred by the City due to Contractor's failure to meet the standards required by the scope of work or Contractor's failure to perform fully the tasks described in the scope of work which, in either case, causes the City to request that Contractor perform again all or part of the scope of work shall be at the sole cost of Contractor and the City shall not pay any additional compensation to Contractor for its re-performance.

## **TASK 1 - PROJECT MANAGEMENT COORDINATION AND ADMINISTRATION**

### **Project Management Plan**

Contractor shall prepare a comprehensive Project Management Plan to communicate the scope of work, constraints, and technical requirements to all project participants. The plan shall identify the procedures and technical requirements that are to be followed in developing the ADA Transition Plan. The Project Management Plan shall also describe the responsibilities of each participant in the project.

At a minimum the following items should be included in the Project Management Plan:

- Introduction: Project description, background, objectives, approach, etc.
- Scope of work and task listing
- Project organization
- Key project staff names and responsibilities
- Project schedule
- Applicable design standards and codes listing
- Applicable computer software programs
- Communications procedures
- Project administrative procedures: filing system, communication protocol, etc.
- Project budget, fee schedule and invoicing
- Quality management procedures
- Any other related project information

**Coordination and Meetings**

Contractor shall participate in regular Project Development Team (PDT) Meetings with the City to discuss issues pertinent to the performance of the Project and development of the Transition Plan. Following are the meeting materials that Contractor will be responsible for preparing and providing:

- Notices
- Agendas
- Handouts
- Minutes
- Progress plans

**Administration**

Following are administrative duties, which shall be performed by the Contractor:

- Supervise sub-Contractors, coordinate, and monitor work for conformance with set standards and policies.
- Apply for and obtain no-fee Public Works encroachment permit(s) and other City approvals as required for Contractor to be on jobsites or for self-evaluation purposes.
- Prepare, circulate, and file correspondence and memoranda as appropriate.
- Maintain Project files using the City specified filing system.
- Within Twenty days of ratified contract, Contractor shall submit the final Project Master Schedule to the City's Contract Administrator.

**Schedules**

Contractor shall submit an initial Project Master Schedule in a format acceptable to the City within 20 days following ratified contract. The City will provide the Contractor with key milestone dates that the Master Schedule must meet.

The City seeks to have a final ADA Transition Plan completed eight (8) months from issuance of ratified contract. If the Contractor deems this unreasonable based on prior experience, a suitable completion date shall be clearly identified in writing, and an explanation given as to why the preferred completion date would be unrealistic.

The following elements must be included by Contractor in the Schedule:

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) as developed by Contractor and approved by the City.
- Work items of agencies and other third parties that may affect or be affected by Contractor's activities
- The Design Schedule shall identify critical path elements. The order, sequence, and interdependence of all work items shall be reflected on the Schedule. Major tasks should be broken down into subtasks as warranted.
- Monthly schedule updates will be part of the Progress Report.

**Quality Assurance / Quality Control (QA / QC) Plan**

Contractor shall maintain a Quality Assurance / Quality Control Plan throughout performance of the services under this Agreement. The QA/QC Plan is intended to ensure that reports, maps and drawings, estimates, and other documents submitted under the Agreement are complete, accurate, checked, conform to standards, and proofread to meet professional practices in effect at the time of execution of the Agreement, and of a quality acceptable to the City.

The following quality control elements are required of the Contractor throughout the preparation of ADA Transition Plan for the project.

- Providing independent checking and verification of all measurements
- Maps or documents showing items evaluated being marked clearly as being checked and on what date, signifying that the preparation of the material followed the QA/QC Plan established for the project.
- Routing pertinent project related correspondence and memoranda to affected personnel and bound in appropriate project files.
- Identification of critical QA reviews within the Project Master Schedule.
- The QA/QC Plan including a procedure where each deliverable is certified by the Quality Manager or Contractor's Project Manager as being prepared and checked in accordance with the approved QA/QC Plan.

- Certification of each deliverable by the Quality Manager or Contractor's Project Manager as being prepared and checked in accordance with the approved QA/QC Plan.
- Contractor's Project Manager or Quality Manager being qualified and certified to implement Quality Control and Quality Assurance program.
- Conforming to the City's independent quality surveillance, monitoring and audits. Such quality surveillance, monitoring and audits will be performed by City staff and may be scheduled or ad hoc.

Within 30 days of receiving the ratified contract, Contractor should submit a complete copy of the QA/QC Plan to the City's Contract Administrator for review.

**Contractor Deliverables:**

- Three (3) copies of the Project Management Plan at the kick-off meeting.
- The contractor shall plan to attend at least three status meetings with City staff—a kick-off meeting, interim progress meeting and a final completion meeting at minimum, in addition to any required site visits and City staff meetings needed for self-evaluation investigations and document research.
- The Contractor shall also plan to attend and present the ADA Transition Plan to the City Council at a future public City Council meeting.
- Meeting notices, agendas, handouts, minutes, monthly invoices.
- Project Master Schedule due at the kick-off meeting– 2 hard copies plus one USB flash drive in a Microsoft Project format. Schedule updated and maintained throughout the project.
- Monthly progress reports to accompany each monthly invoice.
- Two (2) hard copies of QA / QC Plan plus one electronic copy on a USB flash drive, submitted to the City Contract Administrator within 30 days of receiving the ratified contract.

**TASK 2 - DEVELOPMENT AND EXECUTION OF SELF-EVALUATION REPORT AND ADA TRANSITION PLAN**

1. The Contractor shall perform an initial investigation and document review prior to the ADA Transition Plan Development. Aspects of this initial investigation shall include:
  - a. Review existing City ADA-related documents and information, Facility Condition Assessments, as-built drawings, and any other related and necessary reports that document City's most recent land development changes.
  - b. Review all applicable City and regulatory agency policies and procedures related to accessibility including all local, county, state and federal policies, laws, regulations, and guidelines.
  - c. During the ADA Transition Plan development, the Contractor shall assist the City in designating an ADA Coordinator and ADA liaisons from relevant departments to serve as an ongoing work group. The Contractor shall train designated City staff, at a minimum, in the following areas:
    - i. Describing project delivery and necessary steps Contractor will perform
    - ii. Applicable government code, statutes and regulations;
    - iii. Procedures and forms to be used for performing field investigations and inspections;
    - iv. Procedures and forms to conduct Self-Evaluation;
    - v. Preparation of ADA Compliance Assessment Reports;
    - vi. Using and maintaining the database;
    - vii. Using and maintaining the project map;
    - viii. Monitoring and updating the ADA Self-Evaluation and Transition Plan;
    - ix. Internal procedures for granting exemptions for City projects.
2. The Contractor shall develop a process, procedures, and forms needed to conduct the Self-Evaluation of the City facilities, public rights-of-way, parks, and open spaces for ADA requirement compliance, including the compilation of the final Self-Evaluation report. Contractor Deliverables include:
  - a. Develop a master list of City facilities, public rights-of-way, parks, and open spaces, facility maintenance and repair accessibility policies, etc.
  - b. Review appropriate City plans, reports, and programs, and meet with City staff to gain insight into the City's facilities to identify issues, which may be discriminatory to people with disabilities. The review

- will also include City maintenance and repair policies that affect the public. The review should evaluate the current level of accessibility, facilities used, grievance procedures, and emergency procedures.
- c. Create and administer Barrier Assessment Surveys to collect information on each program and activity. Surveys should encourage staff to provide details regarding forms and methods used to advertise program or department activities and services, profile of current participants, the types of equipment and materials used, testing and entrance requirements, amount of staff training, and list any specific modifications that are needed or have been provided in the past.
  - d. Based on Barrier Assessment Surveys and policy reviews, evaluate the effectiveness of existing ADA program services and provide recommendations where deficiencies are identified.
  - e. Summarize the data and findings in the Self-Evaluation and ADA Transition Plan including Barrier Assessment Surveys and Access Compliance Assessment Reports for City facilities, parks, open spaces, and public rights-of-way as described in Task 2 and Task 3 below.
  - f. Meet with City staff at least three times, including a kick-off meeting, interim progress meeting, and completion meeting. This will be in addition to any required site visits and City staff meetings deemed necessary by the Contractor for self-evaluation investigations and document research.

### **TASK 3 - CONDUCT COMPREHENSIVE FACILITY SURVEYS AND BARRIER ASSESSMENTS**

This task shall be performed and completed in three (3) Phases as follows: (A) Public Buildings and (B) Public Right-of-Way, and (C) Public Parks and Open Spaces.

The Contractor shall build upon existing information and develop the comprehensive ADA Self-Evaluation and Transition Plan based upon the results of barrier assessments, policy review and City staff guidance for each phase mentioned above. The ADA Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, which may include the following:

- Methodology for the self-evaluation of existing barriers to accessibility;
- Summary of the findings of the self-evaluation of facilities and maintenance/repair policies;
- Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation;
- Cost estimates of remediation measures;
- Implementation schedule that includes milestones or measures of achievement for monitoring implementation;
- Procedure for periodically reviewing and updating the Transition Plan;
- Procedures for addressing grievances; and
- Assignment of responsibilities for repair/replacement.

#### **Public Buildings**

1. Contractor shall review public buildings and add to the City's existing ADA-related facility information. Facility Condition Assessments contain previous City ADA findings.
2. Contractor shall develop the procedures and forms needed to conduct field surveys and the Self-Evaluation.
3. The Contractor shall review and evaluate current City policies, programs, and practices to identify issues which may be discriminatory to people with disabilities. The review will include City policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communications, grievance procedures and emergency procedures, website, social media, and online information resources for ADA compliance, including but not limited to digital ordinances, GIS viewer, and Assessor's database, and provide recommendations for changes. Websites of Title II entities are also considered "programs" and should be accessible to the standards of the Web Content Accessibility Guidelines 2.0 AA
4. Identify which City buildings not already addressed in previous ADA assessments are subject to the requirements of the ADA, and develop assessments, including but not limited to, path of travel and Barrier Assessment Surveys, listing each item. This includes City-owned buildings, including but not limited to, common areas throughout such buildings.



5. Conduct Barrier Assessment Surveys with field investigations and surveys of public buildings in Charlottesville identified in Item 4 above, that provide programs, services, or activities to the public, as appropriate. The Surveys will identify physical barriers in each facility that could limit accessibility and compare each facility to the State Building Code and the Federal ADA Accessibility Guidelines (ADAAG).
  - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) to support the comprehensive assessment process, which shall include:
    - a. Executive summary;
    - b. As-built verifications as it relates to ADA access;
    - c. Barrier description and severity rating to measure relative impact to access;
    - d. Digital photograph(s) and documentation of each barrier;
    - e. Reference drawings/maps showing the specific location of the barrier;
    - f. Proposed solution(s) to eliminate the barrier; and
    - g. Individual detailed cost estimates for each solution.
6. The Contractor shall review all ACARs and develop facility diagrams for each building from information gathered in Item 5 above, showing interior and exterior areas to be included in the ADA Transition Plan as appropriate and provide a comprehensive report. The Contractor shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public areas where program, services, or activities take place. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.
7. Refer to Attachment I for a Comprehensive City Facility List. Refer to Attachment O for Facility Condition Assessment Files.

**Public Right-of-Way (ROW)**

1. The Contractor shall develop the procedures and forms needed to conduct field surveys and the Self-Evaluation.
2. The contractor shall review and evaluate current City policies, programs, website accessibility, and practices to identify issues which may be discriminatory to people with disabilities. The review will include City policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, grievance procedures and emergency procedures.
3. Survey the City's inventory of public right-of-way and identify which public right-of way items are subject to the requirements of the ADA, and develop Barrier Assessment Surveys, listing each Item. Items shall include but not be limited to:
  - Street intersections (curb ramps and crosswalks)
  - Pathways
  - Sidewalks
  - Public streets
  - Public alleyways
  - Pedestrian signals and pushbuttons
  - City parking lots
  - Transit stops
  - City Electric Vehicle Charging Stations

The Contractor will not collect any sidewalk data on the non-Charlottesville portion of State highways, County streets, or privately-owned streets.

4. Conduct Barrier Assessment Surveys with field investigations and surveys of all public right-of-way in Charlottesville, as appropriate. The Surveys will identify physical barriers in public right-of-way that could limit accessibility and compare these areas to the draft Public Rights of Way Guideline (PROWAG) from the U.S. Access Board, the Federal Highway Administration's Virginia Edition of the Manual on Uniform Traffic Control Devices (MUTCD), and the Federal ADA Accessibility Guidelines (ADAAG).
  - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) to support the comprehensive assessment process, which shall include:
    - a. Executive summary;
    - b. As-built verifications as it relates to ADA access;

- c. Barrier description and severity rating to measure relative impact to access;
  - d. Digital photograph(s) and documentation of each barrier;
  - e. Reference drawings/maps showing the specific location of the barrier;
  - f. Proposed solution(s) to eliminate the barrier; and
  - g. Individual detailed cost estimates for each solution.
5. The Contractor shall review all ACARs and develop facility diagrams showing all areas to be included in the ADA Transition Plan, as appropriate. The Contractor shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public right-of-way. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.
  6. Refer to Attachment J for a list of City streets within a Pavement Management Program Report. Refer to Attachment K for a City Parking Lot List. Please note, the parking structure. Refer to Attachment N for GIS Street Centerline shapefiles. Refer to Attachment P for Maintained Alleys.

### **Public Parks and Open Spaces**

1. The Contractor shall develop the procedures and forms needed to conduct field surveys and the Self-Evaluation.
2. The Contractor shall review and evaluate current City policies, programs, and practices to identify issues which may be discriminatory to people with disabilities. The review will include City policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, grievance procedures and emergency procedures.
3. Identify which parks, trails, outdoor facilities, and open spaces are subject to the requirements of the ADA, and develop Barrier Assessment Surveys, listing each item.
4. Conduct Barrier Assessment Surveys with field investigations and surveys of all public parks, trails, outdoor facilities, and open spaces in Charlottesville that provide programs, services, or activities to the public, as appropriate. The Surveys will identify physical barriers in each park, trail, outdoor facility, and open space that could limit accessibility as identified in the State Building Code and the Federal ADA Accessibility Guidelines (ADAAG).
  - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) to support the comprehensive assessment process, which shall include:
    - a. Executive summary;
    - b. As-built verifications as it relates to ADA access;
    - c. Barrier description and severity rating to measure relative impact to access;
    - d. Digital photograph(s) and documentation of each barrier;
    - e. Reference drawings/maps showing the specific location of the barrier;
    - f. Proposed solution(s) to eliminate the barrier; and
    - g. Individual detailed cost estimates for each solution.
5. The Contractor shall review all ACARs and develop facility diagrams showing areas to be included in the ADA Transition Plan as appropriate, for each park, trail, outdoor facility, and open space. The Contractor shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public areas where program, services, or activities take place. Each Section of the Self Evaluation Report shall include a feasible solution, cost estimates for eliminating each barrier and the priority level of the project.
6. Refer to Attachment L for the Park Facility Matrix and Attachment M for the Parks and Recreation Survey List.

### **Deliverable(s) are as follows for each of the three (3) phases, as applicable:**

1. Using the collected inspection date for each of the three (3) phases, develop and provide to the City a spreadsheet summarizing the data identified above, preliminary recommendations, and a list of recommended remedies. The following repair categories are anticipated for inclusion in the spreadsheet across all primary categories/phases, subject to the Contractor's review of federal and state requirements and recommended repair/replacement strategy:

- a. Sidewalk grinding;
  - b. Sidewalk replacement, including approximate size, and if tree root removal or curb/gutter replacement is included;
  - c. Crack and hole filling;
  - d. ADA deficiencies, including specific recommendations to remedy deficiencies.
2. Compile draft and prepare final Self-Evaluation report.
3. Facility Report – Develop or update reports for each site and building, identifying items that limit physical access to individuals with disabilities to public areas where program, services or activities take place. The report should include a feasible solution, cost estimate for the removal of each barrier, and the priority level of the project.
4. Facility Diagrams & Inventory – Produce facility diagrams of the surveyed areas of City buildings, facilities, parking lots and structures, parks, and the public street Right- of-way for use in the ADA Transition Plan. Diagrams shall note the location of the barriers that limit ADA accessibility.

#### **TASK 4 - COMPREHENSIVE ADA SELF-EVALUATION AND TRANSITION PLAN**

1. Develop a comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy reviews, and City staff guidance. The ADA Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, including but not limited to, the following:
  - a. Incorporation of existing City ADA-related information into the plan
  - b. Methodology for the self-evaluation of existing barriers to accessibility including how to remove them;
  - c. Summary of findings of the self-evaluation of facilities, policies, and practices;
  - d. Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation;
  - e. Cost estimates of remediation measures;
  - f. Implementation schedule that includes milestones or measures of achievement for monitoring implementation;
  - g. Procedures and forms for monitoring implementation;
  - h. Procedures for periodically reviewing and updating the ADA Transition Plan;
  - i. Procedures and forms for performing evaluations of additional barriers;
  - j. Procedures and forms for filing Requests for Accommodation;
  - k. List of references and contact information for ADA and accessibility related resources; and
  - l. Identification of the official(s) who will be responsible for implementation of the plan.
2. Present the draft ADA Transition Plan, and subsequently, the final proposed ADA Transition Plan and findings to City staff.
  - a. Provide one digital and three (3) bound copies of the final Self-Evaluation Report and ADA Transition Plan to the City. Provide editable electronic copies in both Microsoft Word and PDF formats. All data files and project maps and drawings associated with the Self-Evaluation Report and the ADA Transition Plan shall be delivered to the City and become the property of the City.

#### **TASK 5 - PUBLIC OUTREACH PROGRAM**

Contractor will be tasked to provide community outreach effort during the self-evaluation stage is to include an appropriate number of public surveys, public outreach meetings and City Council meetings in their proposal.

1. Contractor shall propose and lead a public outreach plan and process that encourages participation and input from the community. It is critical Contractor provides engagement methods that reach all interested persons, including individuals with disabilities or organizations representing individuals with disabilities and all populations considered at-risk in the current environment, which shall at minimum provide for the submission of comments virtually on this project.

The Contractor shall utilize digital tools that may include, but are not limited to, phone and video conference community meetings, virtual open houses or workshops, or online surveys, to encourage public participation in the current environment. The City is supportive of other creative measures to foster public outreach. All proposed engagement methods must be included in the public outreach plan that is submitted to the City for final approval before implementation.

2. Contractor shall work with the City staff to invite and attend virtual and, if possible, based on current health and safety restrictions, in-person meetings to include representatives of the City's community to review each element of the plan and provide comment. Interested members of the public should also be invited to attend virtual and/or in-person Committee meetings and provide public comment.

Deliverable(s):

- Provision of a public outreach plan for this project that incorporates virtual and digital methodologies, including two (2) virtual community meetings, at minimum, with the appropriate presentation material(s).

#### **TASK 6 - PRELIMINARY COST ESTIMATES**

This task shall be proposed and completed in three (3) Phases as follows: (A) Public Buildings, (B) Public Right-of-Way, and (C) Public Parks and Open Spaces. The following item for this task shall be completed for each phase.

In conjunction with the recommendations identified above, Contractor shall develop preliminary cost estimates, including contingencies, to implement Contractor recommendations for ADA accessibility in accordance with all federal, state and regulatory requirements. Contractor shall review contingences with City staff prior to submittal.

Deliverable(s):

- Contractor shall develop a city-wide reference map using AutoCAD software showing City-wide barrier removal areas. Drawing files and .pdf files of the map shall be submitted to the City.
- Contractor will develop a preliminary cost estimate technical submittal with an executive summary. The executive summary shall be signed and stamped by a registered civil engineer.
- All cost estimates shall be attached and shall be in a format agreeable to City staff.
- Backup and source information for all quantities and unit prices used by the Contractor shall be included as an appendix.
- The deliverable shall be provided to the City in an electronic PDF format and three (3) hard copies.
- Microsoft Excel files of all cost estimates shall also be submitted to the City.

#### **TASK 7 - FINAL ADA SELF-EVALUATION AND TRANSITION PLAN**

For each phase, the Contractor shall develop the comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy review and City staff guidance. It will also include the compilation of the deliverables noted above, including the compilation of deliverables for tasks with multiple phases. The Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, including, but not limited to the following:

- Executive summary signed and stamped by the Contractor's Project Manager and registered Civil Engineer if the Contractor's Project Manager is not registered.
- Methodology for the self-evaluation of existing barriers to accessibility.
- Summary of the findings of the self-evaluation of facilities, policies, programs, and practices.
- Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation.
- Cost estimates of remediation measures.
- Implementation schedule that includes milestones or measures of achievement for monitoring implementation.
- Procedure for periodically reviewing and updating the Transition Plan.

Deliverable(s):

- Phased implementation plan at the Capital Improvement Project programming level for the following terms:
  - Short Term (within the next 5 years)
  - Intermediate Term (within 6-10 years)
  - Long Term (over 10 years)
- Ten (10) bound copies of the final ADA Self-Evaluation and Transition Plan executive summary for the City shall be provided, as well as editable electronic copies in both Microsoft Word, other software formats as applicable, and PDF formats. All data files and project maps associated with the field investigations and facility evaluations shall be delivered to City's Contractor Administrator.

## **TASK 8 - OPTIONAL TASKS**

### **Optional Task A – GIS INTEGRATION AND A CITY-WIDE GIS REFERENCE MAP**

If approved, this task shall be proposed and completed in three (3) Phases as follows: (A) Public Buildings, (B) Public Right-of-Way, and (C) Parks. The following items for this task shall be completed for each phase.

1. The Contractor shall develop a city-wide reference map using ESRI ArcView GIS showing City-wide barrier removal areas and facilities needing accessible entry ramps. The reference map will include, but is not limited to, associated database with condition data; barrier type, ramp type, slope, landing area, warning surface and other compliance information. This information is not currently available in or anticipated by way of a future project in Charlottesville GIS.
2. The Contractor shall develop a city-wide reference map using GIS showing curb ramps including, but not limited to, associated database with condition data; ramp type, slope, landing area, warning surface and other compliance information. This information is not currently available in or anticipated by way of a future project in Charlottesville's GIS.
3. The Contractor shall develop a citywide reference map using GIS for sidewalks and condition data of sidewalks (uplifts, cracks, width, repair priority).
4. Charlottesville's GIS Program maintains numerous layers and databases and will supply parcel outlines as shapefile and aerial imagery as a map service consumable through the internet. Charlottesville's GIS does not include data for sidewalks or ramps but does include street centerlines, if needed.
5. The City anticipates that the Contractor will use tablets or similar devices for the field data collection using GIS data collection software. It is anticipated that the data collected in the field will be done using heads-up digitizing methods but capturing the coordinates that define any collected sidewalk data. The area from curb edge to curb edge should be provided as a polygon shapefile in addition to field collection of sidewalk centerline as line shapefile.
6. A comment or note field should also be included so the field staff can enter any special notes or anomalies. The City staff may ask for additional data fields, but none have been defined at this time. The Contractor will not be collecting any sidewalk data on State highways, County streets, or privately-owned streets.
7. Contractor shall coordinate with the City's GIS staff regarding format. At a minimum, all data collected will be in a shapefile format. The Contractor will define the fields for each feature data set and get approval from the City staff before beginning the field data collection.

Deliverable(s) are as follows for each of the three (3) phases:

- Hardcopies of maps in 11" x 17" format compiled in a binder.
- Electronic submittal shall be provided as a file geodatabase complying to the requirements of the City's GIS staff. At the conclusion of each phase, the Contractor will submit the GIS data to the City to be included in the City's GIS.
- The Contractor will also submit the attribute data to the City as an Excel file. Contractor will confirm to the City's GIS staff if it is including common key to join the excel attribute data to the GIS or if the attributes will be included in the GIS directly.

### **Optional Task B – PROJECT DATABASE**

If approved, the Contractor shall develop a database encompassing data for each of the primary categories/phases for the ADA Transition Plan using Microsoft Excel, Microsoft Access or other City-approved software. The Contractor may recommend appropriate database software for the City's consideration. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by City staff. The database shall correlate all components of the transition plan including but not limited to Compliance and Facility reports, Facility Diagrams, Transition Plans, reference drawings, standard drawings, and photographs.

Deliverable(s) are as follows for each of the three (3) phases:

- The database shall be the property of the City of Charlottesville when each phase of the ADA Transition Plan is complete. Electronic datafiles shall be submitted to the City utilizing the City-approved software.

## SUMMARY OF DELIVERABLES

The following list includes, but is not limited to, all anticipated deliverables upon project completion:

1. Self-Evaluation process recommendations including proposed procedures and forms;
2. Draft Barrier Assessment Surveys for all City buildings, public rights-of-way, parks and open spaces, subject to the requirements of the ADA, in hard-copy and electronic formats;
3. Final Barrier Assessment Surveys for all City buildings not already addressed in previous ADA assessments, public rights-of-way, parks and open spaces, subject to the requirements of the ADA, in hard-copy and electronic formats;
4. Draft Access Compliance Assessment Reports for all City buildings, public rights-of-way, parks and open spaces subject to the requirements of the ADA, in hard-copy and electronic formats;
5. Final Access Compliance Assessment Reports for all City buildings, public rights-of-way, parks and open spaces subject to the requirements of the ADA, in hard-copy and electronic formats;
6. Draft Self-Evaluation Report submitted in hard-copy and electronic formats;
7. Final Self-Evaluation Report submitted in hard-copy and electronic formats;
8. Public meeting agendas and minutes, as appropriate;
9. Draft “Self-Evaluation Report and ADA Transition Plan” submitted in hard-copy and electronic formats;
10. Final “Self-Evaluation Report and ADA Transition Plan” submitted in hard-copy and electronic formats;
11. Contractor plan for at least two meetings, at the request of City staff, to present the “Self-Evaluation Report and ADA Transition Plan” for review and adoption; and
12. Project meetings with City staff as needed.

The City shall have the authority to prioritize projects on the final Transition Plan based on which sites receive the most foot traffic.

## V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

### A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP (“Proposal”).
  - a. One (1) printed version original marked “*Original*” and five (5) copies of each Proposal shall be transmitted to the City, along with an electronic copy of the proposal on CD either in Microsoft Word or PDF format of same. **The City will accept flash drives or USB sticks.**
  - b. In addition, should the proposal contain proprietary information, submit one (1) redacted printed version with proprietary portions removed or blacked out marked “*Redacted Copy*” along with an electronic copy on CD either in Microsoft Word or PDF format of same. **The City will accept flash drives or USB sticks.**

These items must be submitted to the City as a complete sealed proposal. No other distribution of the proposal shall be made by the Offeror.

Proposals must be submitted by the date and time stated in the solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the Offeror to ensure timely and correct delivery of proposal.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror.
- b. Each Proposal must be and remain valid for a period of at least ninety (90) days from the date set by this RFP for receipt of Proposals.
- c. All information requested or required by this RFP must be submitted. Failure to submit all information requested may result in an Offeror's Proposal being rejected.
- d. Proposals should be prepared simply, providing a clear, straightforward, concise description of the Offeror's qualifications and suitability to provide the required services, and of the Offeror's capabilities, in all respects, to perform fully the requirements of this RFP, and the Offeror's integrity and reliability that will assure good faith performance of the Project requirements.
- e. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-paragraph, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- f. As used in this RFP, the terms "must", "will" and "shall" identify mandatory requirements. Items labeled as "should" or "may" are highly desirable, and are preferred. Depending on the overall quality and completeness of a Proposal, inability of an Offeror to satisfy a "must", "will" or "shall" requirement may not automatically remove that Offeror from consideration; however, it may affect the overall rating of the Offerors' proposal.
- g. Each copy of the Proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- h. All proceedings, records, contracts and other records relating to this procurement transaction shall be open to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. Offerors, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of a contract by the City.

- i. All costs of proposal preparation and presentation shall be borne by each Offeror. The City is not liable for any cost incurred by the offeror prior to issuance of a contract.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

**B. SPECIFIC PROPOSAL INSTRUCTIONS:**

Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Section 1 – Methodology/Specific Plan: Provide a description of methodology of the offerors design and management processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria.

Provide a specific plan for providing the service including:

- What, when and how the service will be performed, include information regarding each task specified within the scope of work.
- List of proposed equipment/goods/etc. including operational parameters, illustrations, etc.,
- Plan to utilize small businesses and businesses owned by women and minorities and service disabled veterans to encourage their participation in the City's procurement activities.
- Estimated Labor Hours for each task in the Scope of Work
- List any issues and challenges you see as unique to this project and how you intend to resolve them

2. Section 2 – Experience: A written narrative statement to include:

- Staffing: Provide the names and resumes of staff to be assigned to the project. Resumes should include qualifications, degrees, certifications, experience and licenses of key employees, Contractors, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants.
- The ability, experience, and continuity of the proposed staff, consultants, and sub-consultants to be assigned to the project including the capability of the required staff, consultants, and sub-consultants to perform the services needed within the timeframe designated. The offeror must provide assurance that the continuity of the consulting team will be maintained and not changed without prior approval of the City.
- Detailed descriptions of prior experience with projects having a similar scope and size, to include description of the situation or problem, the implemented solution and the results.
- References: Provide at least, but not limited to, three references for which work of a similar nature to that described herein was performed within the past three (3) years. The references should include the name, title, address, phone number, and email for the person on the owner's team most intimate with the details of project being referenced. See Attachment E - Offeror Data Sheet to provide reference information.
- Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.



3. Section 3 – Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.

- Attachment C – Signature Sheet
- Attachment D – State Corporation Commission Form
- Attachment F – Certification of No Collusion
- Attachment G – Proprietary/Confidential Information Identification
- Attachment H – Small, Women, Minority, Micro, employment services organizations, and Veteran-Owned Business Objectives
- Insurance: See General Terms and Conditions Section. Insurance for coverages and limits required by the City.

VI. EVALUATION AND AWARD CRITERIA: This section is in two parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

A. EVALUATION CRITERIA: Proposals shall be evaluated by the City of Charlottesville using the following criteria:

1. Proposal demonstrates a clear understanding of the ADAAG, Federal PROWAG, MUTCD and Title 24 requirements and the work to be performed. Weight: 25%
2. Relevant experience and technical competence of the firm, the personnel assigned to this project, the degree of participation in the project by the key personnel. Weight: 25%
3. Recent experiences with similar type projects including ADA Title II projects. Weight: 25%
4. The degree of promptness and commitment with which the firm can commence and complete the work, with estimated project completion date. Weight: 10%
5. Experience in client training for similar projects. Weight: 10%
6. Ability of the firm to demonstrate the project in clear terms that articulate in non-technical terms the issues at hand. Weight 5%

B. AWARD OF CONTRACT: The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial proposals, and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. In these discussions, the Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, Offerors will be informed of any ranking criteria that will be used in addition to the review of the Offeror’s professional competence. At this discussion stage, the City may discuss with an Offeror nonbinding estimates of total Project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. In accordance with Va. Code Sec. 2.2-4342 correctly labeled proprietary information from competing offerors shall not be disclosed to the public or to competitors.

C. At the conclusion of the discussions referenced in Paragraph (B), preceding above, and on the basis of Evaluation Factors set forth within this RFP and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Formal negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

VII. REPORTING AND DELIVERY INSTRUCTIONS: Contractor shall report monthly on the progress of the work. Progress shall be based on physical percent complete such as number of deliverables completed or estimated progress toward completion. Progress payments will be based upon percent complete of the major tasks identified.

Contractor shall submit one copy of a monthly Progress Report to the City's contract administrator consisting of a written narrative and an updated bar chart format of the Project Master Schedule. The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant problems and present proposed corrective action, and show the status of major changes.

This report shall be received no later than the tenth (10th) calendar day of the month following the report month.

All schedule tasks shall be updated to reflect current percent complete. If the latest completion time for a significant work item does not fall within the time allowed by the original Project Master Schedule, the sequence of work and/or duration, with the concurrence of the City's contract administrator, may be revised by Contractor through concurrent operations, additional staffing or overtime, until the resultant schedule indicates that all significant milestone dates will be met. Contractor's additional staffing or overtime will be at the sole cost of the Contractor and at no additional cost to the City.

The initial Project Master Schedule, as agreed to by the City shall become the project target. The baseline schedule shall be displayed on the updated Project Master Schedule. Changes to the baseline schedule shall be approved by the City's Contract Administrator.

VIII. PREPROPOSAL CONFERENCE: No Pre-Proposal Conference is scheduled.

IX. GENERAL TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the City's website at <https://www.charlottesville.gov/purchasing>.
- B. ANTI-DISCRIMINATION: By submitting their proposals, offers certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Code of Virginia 2.2-4311, 2.2-4311.2, and 2.2-4312 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E and Code of the City of Charlottesville Chapter 2, Article XV, § 2-431).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
  1. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  4. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or

at its option, the whole contract. Violation of one of these provisions may also result in debarment from City contracting regardless of whether the specific contract is terminated.

2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.
- C. ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, or any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- D. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.
- E. ANTITRUST: By entering into a contract, a contractor conveys, sells, assigns, and transfers to the City of Charlottesville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Charlottesville under said contract.
- F. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding its conflicts of laws provisions. Any litigation with respect hereto shall be brought in the Circuit Court for the City of Charlottesville, Virginia.
- G. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- H. AVAILABILITY OF FUNDS: The City's obligation under a contract awarded as a result of this procurement transaction shall be and are hereby made expressly contingent upon the availability and appropriation of public funds to support the City's performance thereof.
- I. BID/PROPOSAL PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- J. BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The City's SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to bidding or submitting an offer, however, purchase orders cannot be issued and payment to vendors cannot be processed to a non registered vendor. Go to <https://www.charlottesville.gov/purchasing>.
- K. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than ten percent (10%) or \$25,000 without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
  2. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation.

The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.
- L. CONTRACTS REQUIRED: Following Award of a contract resulting from this procurement transaction, the successful Offeror shall be required to enter into a written contract with the City. The contract shall include the requirements of this RFP, any additional terms and conditions negotiated by the parties, and shall set forth the fair and reasonable price agreed to by the parties. The contract shall also include provisions required by the Virginia Public Procurement Act and the Charlottesville City Code, as applicable.
- M. CLARIFICATION OF TERMS: The City will assume no responsibility for oral instructions, suggestion or interpretation of this RFP. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Purchasing Division and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFP MUST be submitted to the Procurement and Risk management Division at [Purchasing@charlottesville.gov](mailto:Purchasing@charlottesville.gov) no fewer than seven (7) work days prior to the date set by this RFP for receipt of proposals by the City.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process.
- N. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the successful Offeror would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any requirement(s) of this RFP, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, (iii) that would conflict with any requirement of the Virginia Public Procurement Act or the Charlottesville City Code, or (iv) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.
- O. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Purchasing Office. Contractual disputes shall also be subject

to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions). Resolution of a claim by the City or its administrative appeals panel shall not relieve a contractor of the requirement to submit any invoice(s) as a condition of receiving payment of specific amount(s) from the City.

- P. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, or any local government or public authority, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- R. **DESIGNATED PERSONNEL:** The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the City. The City shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the City's sole discretion.
- S. **DRUG-FREE WORKPLACE CLAUSE:** During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. **ETHICS IN PUBLIC CONTRACTING:** Per Code of Virginia, 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- U. **HEADINGS:** Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.
- V. **IDLING REDUCTION REQUIREMENT:** Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy can be made available to any Bidder/Offeer by submitting an email request to [purchasing@charlottesville.gov](mailto:purchasing@charlottesville.gov).
- W. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Charlottesville, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- X. **INCLEMENT WEATHER/CLOSURE OF CITY OFFICES:** If the City of Charlottesville is closed for business on the date and time set by this RFP for receipt of proposals, then proposals will be accepted on the next

scheduled business day up to the time of day specified on the original date specified for receipt of proposals.

- Y. **INDEMNIFICATION**: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder. **Notwithstanding any other provision of this agreement, Contractor shall not be required to defend, indemnify, or hold harmless the City, or any of the City's officers, agents, or employees, for any liability for damage arising out of bodily injury to persons or damage to property suffered in the course of the performance of this contract, caused by or resulting solely from the negligence of the City, or any of the City's officers, agents, or employees.**
- Z. **INSURANCE**: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. **Workers' Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
  - b. **Employer's Liability** - \$100,000. This policy shall specifically list Virginia as a covered state.
  - c. **Commercial General Liability** - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employees, agents and volunteers must be named as an additional insured and so endorsed on the policy.
  - d. **Automobile Liability** - \$1,000,000 per occurrence. (Only used if motor vehicle is to be operated or driven on city property while under contract.)
    - 1. Companies relying on use of employees' personal vehicles must provide proof of "non-owned" or "for-hire" automobile liability coverage.
  - e. **Professional Liability Insurance**: At its sole expense, and prior to commencing any activities under this Agreement, Bidder shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Bidder, its employees and agents in the performance of this Agreement, with coverage limits of \$2,000,000 per occurrence, \$6,000,000 aggregate. Bidder shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the City. Upon execution of this Agreement, Bidder shall provide the City with a certificate of insurance, or other written documentation satisfactory to the City in its sole discretion, issued by Bidder's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Bidder shall immediately (within one business day) notify the City. Bidder's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Bidder and without penalty to the City.

**All insurance coverage:**

- 1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A- VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;

2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the bidder's policy regardless of the minimum requirements specified in the Contract.

**Proof Of Insurance:** Prior to performance of any services or delivery of goods, the Bidder shall (i) have all required insurance coverage in effect; (ii) the Bidder shall deliver to the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. **(See Attachments for a Sample C.O.I. and Guide to the Acord Form)**. The Bidder shall be responsible that such coverage evidenced thereby should not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Bidder shall deliver to the City endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Bidder shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Bidder shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Bidder or its subcontractors and suppliers.

**Effect Of Insurance:** Compliance with insurance requirements shall not relieve the Bidder of any responsibility to indemnify the City for any liability to the City, as specified in any other provision of this contract, and the City shall be entitled to pursue any remedy in law or equity if the Bidder fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

**Waiver Of Subrogation:** The Bidder agrees to release and discharge the City of and from all liability to the Bidder, and to anyone claiming by, through or under the Bidder, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

**Sovereign Immunity:** Nothing contained within this RFP shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law. No contract awarded as a result of this procurement transaction shall contain any provisions requiring the City to waive or limit any sovereign or governmental immunity to which it may be entitled.

**Right to Revise or Reject:** The City reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

**AA. OSHA STANDARDS:** All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

**BB. OWNERSHIP OF DOCUMENTS:** All information, documents, and electronic media furnished by the City to the Contractor belong to the City, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in



connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

CC. PAYMENT: Any contract resulting from this procurement transaction shall contain prompt-payment provisions consistent with requirements of the Virginia Public Procurement Act.

DD. PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if the successful Offeror is a corporation, professional corporation or limited liability company, must also be authorized to do business in the Commonwealth of Virginia.

EE. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

FF. QUALIFICATIONS OF BIDDERS/OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The City further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the City that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

GG. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

HH. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract, SEE ATTACHMENT H.**

II. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth



pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

JJ. **TAXES:** Include only taxes applicable to the project in this proposal. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Charlottesville upon request.

KK. **VIRGINIA GOVERNMENTAL FRAUDS ACT:** Each bidder/offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Code of Virginia, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each bidder/offeror is required to submit a certification that its bid/proposal, or any claim resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any bidder/offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in the Code of Virginia §18.2-498.5. As part of this bid/proposal a notarized Certificate of No Collusion must be submitted with the bid/proposal.

LL. The requirements of this RFP shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

X. **SPECIAL TERMS AND CONDITIONS:**

A. **AUDIT:** The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Charlottesville, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.

B. **CANCELLATION OF CONTRACT/TERMINATION:** The City may terminate any agreement resulting from this solicitation at any time, for its convenience, upon thirty (30) days' advance written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services and work performed prior to termination.

XI. **ATTACHMENTS:**

ATTACHMENT A CITY OF CHARLOTTESVILLE COVID-19 RESPONSE DOCUMENT: PROCEDURES FOR CITY STAFF AND CONTRACTOR WORK IN CITY OWNED AND MAINTAINED FACILITIES  
ATTACHMENT B SAMPLE COI AND GUIDE TO THE ACCORD FORM  
ATTACHMENT C SIGNATURE SHEET  
ATTACHMENT D STATE CORPORATION COMMISSION FORM  
ATTACHMENT E VENDOR DATA SHEET  
ATTACHMENT F CERTIFICATION OF NO COLLUSION  
ATTACHMENT G PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION  
ATTACHMENT H SMALL, WOMEN, MINORITY, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS AND VETERAN-OWNED BUSINESS OBJECTIVES

**These attachments can be downloaded from the following link:**

[widget.charlottesville.org - /procurement/ADA TRANSITION PLAN 22-75/](http://widget.charlottesville.org/-/procurement/ADA_TRANSITION_PLAN_22-75/)

ATTACHMENT I COMPREHENSIVE CITY FACILITY LIST  
ATTACHMENT J PAVEMENT MANAGEMENT PROGRAM REPORT  
ATTACHMENT K CITY PARKING LOT LIST  
ATTACHMENT L PARK FACILITY MATRIX  
ATTACHMENT M PARKS AND RECREATION SURVEY LIST  
ATTACHMENT N GIS STREET CENTERLINE SHAPEFILES - BLOCK LEVEL  
ATTACHMENT O FACILITY CONDITION ASSESSMENT FILES  
ATTACHEMNT P MAINTAINED ALLEYS

## City of Charlottesville COVID-19 Response Document: Procedures for City Staff and Contractor work in City Owned and Maintained Facilities

### **Purpose:**

The purpose of this procedure is to outline the process to be taken by City of Charlottesville (“City”) staff and outside contractors during the COVID-19 healthcare pandemic. Health and Safety shall be a prime concern of the Contractor at all times. The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for coordinating and performing construction, including project site safety and safety precautions and programs. The City’s contract administrator or their designee will have final authority regarding the appropriateness of the Contractor’s plan and execution and will have the final decision regarding admission of Contractors to the work site.

Some City owned or maintained facilities will be temporarily and/or conditionally opened and available for site investigations and/or construction work. Based on recommendations set forth by the Centers for Disease Control (CDC), the Virginia Department of Health and the Thomas Jefferson Health District, all City staff, contractors and vendors must adhere to strict social distancing recommendations, wearing of face coverings, enhanced sanitizing procedures, and apply relevant workplace guidance and regulations from state and federal authorities including:

- CDC: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>
- OSHA: <https://www.osha.gov/SLTC/covid-19/controlprevention.html#health>
- Virginia Department of Labor and Industry: <https://www.doli.virginia.gov/vosh-programs/coronavirus-covid-19-resources/>

NOTE: The Virginia Department of Labor and Industry (“DOLI”) passed its Emergency Temporary Standard for Infectious Disease Prevention related to COVID-19 on July 15: <https://www.doli.virginia.gov/wp-content/uploads/2020/07/COVID-19-Emergency-Temporary-Standard-FOR-PUBLIC-DISTRIBUTION-FINAL-7.17.2020.pdf> It includes hazard assessment, communication and training requirements, depending on the types of tasks employees perform at work. The standard became effective on July 27, 2020.

### **Authority & Definition**

The basis of this policy is rooted in the guidance from the Centers for Disease Control (CDC) and the Virginia Department of Health (VDH) regarding transmission of COVID-19. “*Community facilities*” (e.g., schools, daycares centers, businesses) comprise most non- healthcare settings that are visited by the general public outside of a household.

### **Procedure:**

#### **I. Responsibilities of all persons who enter City owned or maintained facilities:**

##### **a. Practice and enforce social distancing:**

- i. Increase distance between shared work spaces. When physically greeting others, avoid physical contact. (i.e. do not fist bump, shake hands, hugs, etc.)
- ii. Limit work groups to 10 individuals or less and keep at least 6 feet apart. When possible, avoid more than 1 person in the elevator at a time.
- iii. Practice and enforce social distancing with colleagues and visitors by keeping space between yourself and others. Actively monitor and ask colleagues to stay 6 feet apart if feasible.
- iv. Convert most in-person meetings to virtual meetings. Ensure in-person groups are no larger than 10 people and appropriate physical space of at least 6 feet is maintained between each

- individual.
- v. Increase physical workspace between employees. This includes modifying existing seating arrangements in workspaces, break areas and conference rooms as necessary.

**b. Practice preventive measures:**

- i. Individuals who are sick should remain at home.
- ii. If a worker shows symptoms or indicates they may have been exposed, they must be sent home. Anyone with a temperature above 100.0 degrees Fahrenheit will not be permitted to work on City property, and if a worker is found to have developed a temperature above 100.0 degrees while working, they must leave the work site.
- ii. Hand-shaking and physical contact are prohibited. Practice cough etiquette. Cough or sneeze into your elbow or tissues. If you cough into tissues throw them in the trash **and** wash your hands immediately.
- iii. Request visitors who enter the building wash their hands or use alcohol- based hand rubs containing at least 60% alcohol upon arrival and during their visit.
- iv. Wash hands frequently with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer which should be rubbed on hands until dry, about 20 seconds.
- i. Face coverings are required to be worn by everyone in shared spaces where social distancing measures cannot be maintained.

Note: Cloth face coverings are NOT surgical masks or respirators and are not appropriate substitutes for them in workplaces where masks or respirators are recommended or required.

- vi. Refrain from talking over documents, equipment, or food items that will be distributed to others.
- vii. For certain occupied facilities, special traffic routes and restroom facilities may, or may not, be available for Staff, Contractor staff and subcontractors. Such restrictions will be detailed in solicitations for work but may be modified as conditions change. Contractors shall review and train, daily, with its employees and subcontractors regarding which foot traffic routes, restroom facilities, and areas of the facility are restricted for the Contractor staff and subcontractors.
- viii. Clean all frequently touched surfaces routinely (i.e. daily).
- ix. Maintain an open line of communication with the workforce and keep them informed with the latest news and/or changes which may directly affect them.

**c. Specific Responsibilities of the Outside Contractor(s) when entering City owned or maintained facilities:**

**In addition to the above practices, it is the responsibility of the Outside Contractor to also:**

- i. Comply with existing OSHA standards (<https://www.osha.gov/SLTC/covid-19/standards.html>) as these standards apply to protecting workers from the novel coronavirus, COVID-19. The contractor is responsible to remain compliant with all applicable OSHA requirements.
- ii. The Contractor is required to implement a health screening protocol that includes both temperature monitoring and health screening questions to determine if workers are experiencing COVID-19 symptoms or (potentially) exposed to someone with COVID-19 symptoms. Results will be documented and maintained and can be audited by the City's representative at any time.
- iii. Promote frequent and thorough hand washing, including by providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol- based hand rubs containing at least 60% alcohol.
- iv. Provide reminders to their staff of the importance of regular handwashing and take all precautionary measures to ensure that workers have hand washing facilities, or an alternative to prevent further spread of the virus.
- v. Ensure hand sanitizer is fully stocked in all portable restrooms.
- vi. Provide to workers, customers, and worksite visitors cloth face covers which cover the

- mouth and nose.
- vii. Maintain enhanced housekeeping practices, including routine cleaning and disinfecting of surfaces, equipment, and other elements of the work environment.
- viii. Ensure that all safety related information (including signage) is relayed to the workers in their native language as to ensure that they will understand the message.
- ix. Submit the contractor's plan for responding to a COVID case in terms of worker removal from jobsite, notification, workspace cleaning, and return to work. This plan must include immediate notification of the City's contract administrator of a worker who is or has been working on City property who is suspected or who has tested positive for COVID 19. NOTE: If a COVID case involving City employees occurs in the proximity of the contractor's jobsite, the contractor will be notified.
- x. Upon completion of work, the entire work area shall be thoroughly cleaned and disinfected with a disinfectant approved by the Environmental Protection Agency.

Thank you in advance for demonstrating community care by implementing the above prevention measures.

## **II. Resources:**

- a. [CDC Guidance on Cleaning and Disinfecting for Community Facilities](#)
- b. [United States Environmental Protection Agency site on approved cleaners](#)

## SAMPLE C.O.I. and GUIDE TO THE ACORD FORM

**Explanation:** The Sample C.O.I. and Guide to the Acord Form below is for informational purposes only. Offerors are not required to submit a C.O.I or Endorsement(s) with their proposal response. Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the City certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Offeror shall deliver to the City Endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured".

### Sample C.O.I. and Guide to the Acord Form

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
07/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER** - Insurance agency /broker who issues certificate  
**NAMED INSURED** - Must be legal name of contracting party.

**PRODUCER:** Insurance Agency/ Broker  
123 Main St., Anytown, VA 21234

**CONTACT NAME:** John Doe, Agent  
**PHONE (A/C, H/L, Ext):** (123)456-7890  
**FAX (A/C, H/L):** (123)456-7890

**INSURER(S) AFFORDING COVERAGE:**

INSURER	NAIC #
INSURER A: Insurance Company 1	123456
INSURER B: Insurance Company 2	567890
INSURER C: Insurance Company 3	112233
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	AGGREGATE LIMIT	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> RET. <input type="checkbox"/> LOC AUTOBOMILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/COMMISSIONER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below D Professional Liability	X X	123456	12-1-2014	12-1-2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (if a commercial) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG COMBINED SINGLE LIMIT (if a resident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$	X	567890	12-1-2014	12-1-2015	EACH OCCURRENCE AGGREGATE E.I. STATUTORY LIMITS E.I. EACH ACCIDENT E.I. DISEASE - SA EMPLOYEE E.I. DISEASE - POLICY LIMIT
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$	X	112233	12-1-2014	12-1-2015	EACH OCCURRENCE AGGREGATE E.I. STATUTORY LIMITS E.I. EACH ACCIDENT E.I. DISEASE - SA EMPLOYEE E.I. DISEASE - POLICY LIMIT
D	Professional Liability		XYZ456	12-1-2014	12-1-2014	Per claim \$1,000,000 Aggregate \$1,000,000

**DESCRIPTION OF OPERATIONS / ACTIVITIES / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Charlottesville and its officers, employees, agents and volunteers are named as additional insured with respect to General Liability for work and completed operations as required by written contract.

**CERTIFICATE HOLDER** **CANCELLATION**

**CERTIFICATE HOLDER:** City of Charlottesville  
325 4th St. NW  
Charlottesville, VA 22903

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE:** John Doe, Agent

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD.

## SIGNATURE SHEET

RFP# 22-75

Title: ADA TRANSITION PLAN

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

\_\_\_\_\_  
DBA \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Fax Number: (\_\_\_\_) \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature In Ink)  
Name: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_

I have the authority to bind the corporation.

## STATE CORPORATION COMMISSION FORM

### Virginia State Corporation Commission (SCC) registration information.

Name of Bidder/Offeror: \_\_\_\_\_

- ☐ is a corporation or other business entity with the following Virginia SCC identification number:  
\_\_\_\_\_ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeree in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder/offeree's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeree's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**
- ☐ **Check the following box if you have not completed any of the foregoing options but currently have pending before the Virginia SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver).**

### Registered Agent Information

Please specify the Registered Agent who will accept services of process on your behalf.

Agent Name: \_\_\_\_\_

Physical Address (no Post Office Boxes): \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT E

## OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
Years \_\_\_\_\_ Months \_\_\_\_\_
4. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
  - A. Company: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - B. Company: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - C. Company: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - D. Company: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



## CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing Certification of No Collusion bearing the signature of \_\_\_\_\_ and

dated \_\_\_\_\_ was subscribed and sworn to before the undersigned notary public

by \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

### CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

**PROPRIETARY/CONFIDENTIAL INFORMATION  
IDENTIFICATION**

Name of Firm/Offeror: \_\_\_\_\_

RFP#: 22-75 ADA TRANSITION PLAN

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

SECTION/TITLE	PAGE NUMBER (S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## SMALL-, WOMEN-, MINORITY-, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS, AND VETERAN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City of Charlottesville to promote the economic enhancement of small businesses (SBE) and micro businesses (O), women-owned businesses (WBE), minority-owned businesses (MBE), employment services organization (ESO) and veteran-owned businesses (VBE). The success of the City to track the amount of business received by SBE, WBE, MBE and VBE businesses, whether as a prime contractor or a subcontractor, is dependent upon the business community partnering with us in this important endeavor.

If you anticipate sub-contracting to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on offerors to assure that SBE, WBE, MBE and VBE businesses receive benefits from City contracts.

Complete the following information, and return this form with your proposal.

1. If you are a SBE, O, WBE, MBE, ESO or VBE, please check one or more of the following boxes:

\_\_\_\_\_ SBE      \_\_\_\_\_ O      \_\_\_\_\_ WBE      \_\_\_\_\_ MBE      \_\_\_\_\_ ESO      \_\_\_\_\_ VBE

Certification #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If certified by other than the Virginia Department of Small Business and Supplier Diversity provide the name and contact information, including phone number and website of certifying agency:

\_\_\_\_\_  
\_\_\_\_\_

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your company. If you do not intend to sub-contract any work to others, even if you are a SBE, O, WBE, MBE, ESO or VBE, put zeros in the spaces below.

Total **SBE** Dollars to be Sub-contracted      \$ \_\_\_\_\_

Total **O** Dollars to be Sub-contracted      \$ \_\_\_\_\_

Total **WBE** Dollars to be Sub-contracted      \$ \_\_\_\_\_

Total **MBE** Dollars to be Sub-contracted      \$ \_\_\_\_\_

Total **ESO** Dollars to be Sub-contracted      \$ \_\_\_\_\_

Total **VBE** Dollars to be Sub-contracted      \$ \_\_\_\_\_

3. If you are not a SBE, O, WBE, MBE, ESO or VBE, and you do not plan to utilize such firms in this contract, please state your reasons:

\_\_\_\_\_  
\_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_